IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

JOSE MARIA FLORES	)	
Plaintiff,	)	
v.	)	**Civil Action No. 1:16-cv-00918-LO-TCB**
EUROPEAN SPORT HORSES OF AMERICA, INC., *et al*.	)	
Defendants.	)	

DEFENDANTS' ANSWER TO COMPLAINT

Defendants, European Sport Horses of America, Inc. d/b/a American Academy of Equestrian Sciences ("AAES") and Marina Genn, by counsel, hereby file this Answer to the Complaint. The paragraph numbers below correspond to the paragraph numbers in the Complaint.

NATURE OF ACTION

1. Defendants deny the allegations in Paragraph 1 of the Complaint except to admit that Plaintiff has purported to state a claim against Defendants under the Fair Labor Standards Act.

2. Defendants deny the allegations in Paragraph 2 of the Complaint.

JURISDICTION AND VENUE

3. Defendants deny the allegations in Paragraph 3 of the Complaint as a legal conclusion; but Defendants state that they do not contest that the Court has subject matter jurisdiction.

4. Defendants deny the allegations in Paragraph 4 of the Complaint as a legal conclusion; but Defendants state that they do not contest venue.

5. Defendants deny the allegations in Paragraph 5 of the Complaint as a legal conclusion; but Defendants state that they do not contest venue.

PARTIES

6. Defendants lack sufficient information to admit or deny the allegations in the first sentence of Paragraph 6 of the Complaint, and on that basis deny the allegations. Defendants deny the remaining sentences of Paragraph 6 of the Complaint except to admit that Plaintiff was an employee of AAES from May 2013 until November 2015, and that during his employment he was paid for all hours worked.

7. Defendants admit the first sentence of Paragraph 7 of the Complaint. Defendants deny the second sentence of Paragraph 7 of the Complaint except to admit that AAES's registration with the Virginia State Corporation Commission was temporarily revoked, but is now currently in good standing. Defendants deny the third sentence of Paragraph 7 except to admit that AAES primarily engages in the raising and caring for horses and provides riding lessons to beginning riders. Defendants admit the final sentence in Paragraph 7 of the Complaint.

8. Defendants admit Paragraph 8 of the Complaint.

9. Defendants admit Paragraph 9 of the Complaint.

FACTS

10. On information and belief, Defendants admit Paragraph 10 of the Complaint.

11. Defendants deny Paragraph 11 of the Complaint except to admit that Plaintiff was employed by AAES from May 2013 until November 2015.

12. Defendants deny Paragraph 12 of the Complaint except to admit that AAES primarily engages in the raising and caring for horses and provides riding lessons to beginning riders.

13. Defendants admit Paragraph 13 of the Complaint.

14. Defendants admit Paragraph 14 of the Complaint.

15. Defendants admit Paragraph 15 of the Complaint.

16. Defendants deny Paragraph 16 of the Complaint except to admit that Plaintiff was hired by AAES in May 2013 at an initial hourly rate of $11.00 per hour, with the primary responsibilities of grooming, feeding, and tacking the AAES horses and mucking their stalls.

17. Defendants deny Paragraph 17 of the Complaint except to admit that while employed with AAES, Plaintiff was required to record his hours, and those records speak for themselves.

18. Defendants deny Paragraph 18 of the Complaint except to admit that while employed with AAES, Plaintiff was paid his contracted hourly rate for all hours he worked.

19. Defendants deny Paragraph 19 of the Complaint.

20. Defendants deny Paragraph 20 of the Complaint except to admit that the records speak for themselves.

21. Defendants deny Paragraph 21 of the Complaint except to admit that AAES was not required to post an FLSA notice with regard to Plaintiff's employment.

22. Defendants deny Paragraph 22 of the Complaint.

COUNT I
Violation of the Fair Labor Standards Act
Overtime Compensation Requirements

23. In response to Paragraph 23 of the Complaint, Defendants incorporate by reference their answers to Paragraphs 1 through 22 of the Complaint.

24. Defendants deny Paragraph 24 of the Complaint except to admit that they have knowledge regarding the time records recorded by Plaintiff.

25. Defendants deny Paragraph 25 of the Complaint.

26. Defendants deny Paragraph 26 of the Complaint.

27. Defendants deny Paragraph 27 of the Complaint.

28. Defendants deny Paragraph 28 of the Complaint.

29. Defendants deny Paragraph 29 of the Complaint.

30. Defendants deny Paragraph 30 of the Complaint.

31. Defendants deny that Plaintiff is entitled to any relief requested his, including but not limited to a compensatory damages, liquidated damages, and/or attorneys' fees, costs and interest.

DEFENSES AND AFFIRMATIVE DEFENSES

FIRST DEFENSE

AAES is not a proper defendant because there is no enterprise coverage under the Fair Labor Standards Act and no individual coverage for Plaintiff regarding his employment with AAES.

SECOND DEFENSE

Ms. Genn is not a proper defendant because there is no enterprise coverage under the Fair Labor Standards Act and no individual coverage for Plaintiff regarding his employment with AAES.

THIRD DEFENSE

Plaintiff's claim is barred because Plaintiff was at all times relevant to this action exempt from the overtime provision of the Fair Labor Standards Act. *See, e.g.,* 29 U.S.C. §§ 213(a)(6), 213(b)(12).

FOURTH DEFENSE

The claims asserted in the Complaint are barred, in whole or in part, by the applicable statute of limitations.

FIFTH DEFENSE

All acts or omissions, if any, of Defendants giving rise to this action were taken in good faith and Defendants had reasonable grounds to believe that all of their acts or omissions were not a violation of the Fair Labor Standards Act.

SIXTH DEFENSE

No acts or omissions, if any, of the Defendants were done with a willful intention to violate the Fair Labor Standards Act.

SEVENTH DEFENSE

Defendants reserve the right to allege such additional affirmative defenses as may become apparent.

WHEREFORE, Defendants prays that Plaintiff's claims against them be dismissed and that Defendants be awarded their fees and costs.

Dated: October 11, 2016

Respectfully submitted,

/s/

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CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of October 2016, I served a true and accurate copy of the foregoing by filing it electronically with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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